Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

## Filing at a Glance

Company: Fort Dearborn Life Insurance Company

Product Name: GTL/VTL Termination & Waiver SERFF Tr Num: FDLA-126378210 State: Arkansas

of Premium Matrix Paragraphs

TOI: L04G Group Life - Term SERFF Status: Closed-Approved- State Tr Num: 44039

Closed

Sub-TOI: L04G.500 Other Co Tr Num: AH-11/10-00017AAR State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Antionette Hill Disposition Date: 11/13/2009
Date Submitted: 11/10/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

Filing Type: Form

## **General Information**

Project Name: GTL/VTL Termination & Waiver of Premium Matrix

Status of Filing in Domicile:

**Paragraphs** 

Project Number: 00017a, et al.

Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Arkansas does not

require domicile state approval.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Employer, Association Filing Status Changed: 11/13/2009 Explanation for Other Group Market Type:

State Status Changed: 11/13/2009

Deemer Date: Created By: Antionette Hill

Submitted By: Antionette Hill Corresponding Filing Tracking Number:

Filing Description:

RE: Fort Dearborn Life Insurance Company (FDL) - NAIC # 71129; FEIN #36-2598882

Revised Matrix paragraphs 00017a, 00052a, and 00053a for use with:

Group Term Life Insurance Certificate Form FDL1-604-707

We are submitting for your review and approval three revised matrix paragraphs for use with group term life insurance certificate form FDL1-604-707, which was approved by your Department on November 8, 2007, under SERFF Tracking

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

Number FDLA-125329406; and, State Tracking Number 37199.

Revised paragraphs 00017a, 00052a and 00053a will replace currently approved matrix paragraphs 00017, 00052 and 00053 respectively and will be used with all newly issued certificates.

Matrix paragraph 00017a titled "Waiver of Premium" is being clarified to address those situations for people who are in the Waiver elimination period when their employer terminates coverage with FDL. Matrix paragraphs 00052a and 00053a are within the "Termination" section of the Certificate. The Terminations language is being clarified to include a reference to premium being paid whenever any extension is applicable (Disability, leave of absence, sabbatical, etc.).

In regards to the use of brackets and underling throughout these matrix paragraphs, brackets show options of text that may or may not be offered. We reserve the right not to show these items if they are not offered. Underlines show text that can change. The underlined text represents our standard design and underwriting guidelines; however, text may vary to comply with specific state requirements or to accommodate the request of a large group requesting customization.

A revised Matrix Paragraph Listing is enclosed.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. If you have any questions or need additional information, please contact me at 1-800-633-3696, extension 6064, 1-630-824-6064, or Antionette\_Hill@fdlic.com.

## **Company and Contact**

#### **Filing Contact Information**

Antionette Hill, Advanced Contract Specialist Antionette\_Hill@fdlic.com

1020 31st Street 630-824-6064 [Phone]

c/o Fort Dearborn Life Insurance Company 630-824-5428 [FAX]

Downers Grove, IL 60515-5591

#### **Filing Company Information**

Fort Dearborn Life Insurance Company CoCode: 71129 State of Domicile: Illinois

1020 31st Street Group Code: 917 Company Type: Life and Health

Downers Grove, IL 60515-5591 Group Name: State ID Number:

(800) 633-3696 ext. [Phone] FEIN Number: 36-2598882

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## **Filing Fees**

 SERFF Tracking Number:
 FDLA-126378210
 State:
 Arkansas

 Filing Company:
 Fort Dearborn Life Insurance Company
 State Tracking Number:
 44039

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

Fee Required? Yes

Fee Amount: \$150.00

Retaliatory? Yes

Fee Explanation: Illinois fee is \$50 per form

3 x \$50 is \$150

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Fort Dearborn Life Insurance Company \$150.00 11/10/2009 31940971

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

## **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/13/2009	11/13/2009

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

## **Disposition**

Disposition Date: 11/13/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FDLA-126378210
 State:
 Arkansas

 Filing Company:
 Fort Dearborn Life Insurance Company
 State Tracking Number:
 44039

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Matrix Paragraph List		Yes
Form	Waiver of Premium Matrix Paragraph		Yes
Form	Termination Provisions Matrix Paragraph		Yes
Form	FMLA Matrix Paragraph		Yes

 SERFF Tracking Number:
 FDLA-126378210
 State:
 Arkansas

 Filing Company:
 Fort Dearborn Life Insurance Company
 State Tracking Number:
 44039

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

## Form Schedule

Lead Form Number: 00017a

Schedule Form		orm Form Type Form Name			Action Specific	Readability	Attachment
Item	Number				Data		
Status							
	00017a	Matrix	Waiver of Premium  Matrix Paragraph	Initial			00017a.pdf
	00052a	Matrix	Termination Provisions Matrix Paragraph	Initial			00052a.pdf
	00053a	Matrix	FMLA Matrix Paragraph	Initial			00053a.pdf

#### [WAIVER OF PREMIUM

#### What is the Waiver of Premium benefit?

We will continue *Your* [Basic] [and] [*Supplemental*] [*Voluntary*] life [and AD&D] insurance benefit [and Dependent Life Insurance, if applicable] under the Policy without further payment of life [and AD&D] insurance premium if *You* become *Totally Disabled*, provided:

- 1. You are insured under the Policy and were Actively at Work on or after the effective date of the Policy; and
- 2. You are under the age of 60; and
- 3. *You* provide Us with satisfactory written proof within <u>12 months</u> after the date *You* became *Totally Disabled*; and
- 4. Your Total Disability has continued without interruption for at least 9 months; and
- 5. You are still Totally Disabled when You submit the proof of disability[; and
- 6. all required premium has been paid].

**Total Disability** or **Totally Disabled** means **You** are diagnosed by a **Doctor** to be completely unable because of **Sickness** or injury to engage in any occupation for wage or profit or any occupation for which **You** become qualified by education, training or experience.

We will waive premium beginning the month after We receive satisfactory proof that You have been Totally Disabled for at least 9 months. Premium will continue to be waived provided You:

- 1. remain Totally Disabled; and
- 2. provide satisfactory written proof of continuing *Total Disability* upon request.

You are responsible for obtaining initial and continuing proof of Total Disability.

You will be covered for the amount of [life] [,AD&D] [Dependent Life] insurance in force as of the date Total Disability commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the Schedule of Benefits or which are the result of an amendment to the Policy, but in no event will the insurance amount increase while Your life insurance is continued under Waiver of Premium. This [life] [,AD&D] [Dependent Life] insurance coverage will continue without the payment of premium until You are no longer Totally Disabled[,][or] attain the Maximum Waiver of Premium Duration as set forth in the Schedule of Benefits [or retire], whichever occurs first.

We may have You examined at reasonable intervals during the period of claimed Total Disability. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if You refuse to be examined as and when required.

If *You* are approved for continued coverage under the Waiver of Premium provision, *You* will be asked to name a beneficiary. That beneficiary designation:

- 1. will only apply while Your coverage continues under this Waiver of Premium provision; and
- 2. if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the Policy.

We will pay the amount of life insurance in force to *Your* beneficiary if *You* die before furnishing satisfactory proof of *Total Disability*, if:

- 1. You die within 9 months from the date You became Totally Disabled; and
- 2. We receive proof that You were continuously Totally Disabled until the date of death; and

3. We receive proof of death not more than two (2) years after *Your* death.

If continuation of [life] [,AD&D] [Dependent Life] insurance under the Waiver of Premium provision ceases while the Policy is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

If continuation of life insurance under the Waiver of Premium provision ceases, and *You* are no longer employed by the *Policyholder*, [life insurance may be continued by timely election of Portability or] *You* may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Certificate.]

How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit? Termination of the Policy will not affect any insurance that has been continued under this Provision prior to the termination date.

What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period? Your coverage under the Policy will end if the Policy ends before You satisfy the Elimination Period. However, when the Policy ends You may be entitled to convert Your coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

*You* may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

At no time can You be covered under both the individual conversion policy and this Policy.

Upon receipt of timely notice and due proof of *Your Total Disability We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve Your Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

00017a

#### TERMINATION PROVISIONS

#### When does Your coverage under the Policy end?

*Your* coverage will terminate on the earliest of the following dates. Termination will not affect *Your* claim for a covered *Loss* which occurred while the coverage was in force.

- 1. the date on which the Policy is terminated;
- 2. the date You stop making any required contribution toward payment of premiums;
- 3. <u>the effective date</u> of an amendment to the Policy which terminates insurance for the class to which *You* belong[; or][.]
- [4. <u>the date on</u> which the *Participating Employer's* participation under the Policy is terminated[; or][.] [5. the date *You*:
  - a. are no longer a member of a class eligible for this insurance,
  - b. request termination of coverage under the Policy,
  - c. are retired or pensioned, or
  - d. are no longer *Actively at Work* [as a result of a [disability], [layoff], [leave of absence], [sabbatical] [or] [military leave]]. However, *You* may continue to be eligible for group insurance coverage, as follows:]

[**Disability** <u>Until</u> the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier.]

[Layoff Until the end of the month following the month during which the layoff began, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier.]

[Leave of Absence Until the end of the month following the month during which the leave of absence began, or, the period of time in accordance with the FMLA provision below, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier,]

[Sabbatical Until the end of the month following the month in which the sabbatical began, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier.]

[Military Leave Until the end of the twelfth month following the month in which the military leave began, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier.]

For the purposes of this Termination Provision only, *Disability* means *You* are unable to perform all of the *Material* and *Substantial Duties* of *Your Regular Occupation*.

00052a

#### [Will coverage be continued if You are eligible for leave under FMLA?

In the event *You* are eligible for and the *Policyholder* approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, the Policy is in force and *Your* coverage is not replaced with group life insurance provided by a new carrier, *Your* insurance will continue for a period of up to the later of:

- 1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2. the leave period permitted by applicable state law.

You are eligible for leave under this Act in order to provide care:

- 1. After the birth of a child; or
- 2. After the legal adoption of a child; or
- 3. After the placement of a foster child in *Your* home; or
- 4. To a spouse, child or parent due to their serious illness; or
- 5. For *Your* own serious health condition.

While granted a Family or Medical Leave of Absence:

- 1. The Policyholder must remit the required premium according to the terms of the Policy; and
- 2. coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the *Policyholder*.]

00053a

Company Tracking Number: AH-11/10-00017AAR

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs

Project Name/Number: GTL/VTL Termination & Waiver of Premium Matrix Paragraphs/00017a, et al.

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

Arkansas Cert Compliance.pdf

Item Status: Status

Date:

Bypassed - Item: Application

**Bypass Reason:** This requirement is being bypassed because a policy is not included in this submission.

Comments:

Item Status: Status

Date:

Satisfied - Item: Matrix Paragraph List

Comments: Attachment:

Matrix List - 101909.pdf

1020 31st Street • Downers Grove, Illinois 60515-5591 • (800) 633-3696 • Fax (630) 824-5428

NAIC #917-71129 FEIN # 36-2598882

## STATE OF ARKANSAS DEPARTMENT OF INSURANCE

## **CERTIFICATION OF COMPLIANCE**

I, Victoria E. Fimea, Vice Present, General Counsel and Secretary of Fort Dearborn Life Insurance Company, hereby certify that, to the best of my knowledge, this submission meets the provisions of Rule & Regulation 19, Rule & Regulation 49, ACA 23-80-206 and ACA 23-79-138, as well as all applicable requirements of the Arkansas Department of Insurance.

Victoria E. Fimea

Vice Present, General Counsel and Secretary

11/10/ 2009

Date

# STANDARD MATRIX LIST [Voluntary][Basic][Supplemental] Group Term Life Insurance Certificate Form No. FDL1-604-707 October 19, 2009

Certificate Section	Matrix Number	Title	Version
Eligibility and Effective Dates	00001	Who is eligible for this insurance?	Standard
	00002	Are Retirees Eligible?	Standard
	00003	When does Your Noncontributory insurance become effective?	Standard
	00004	When does Your Contributory insurance become effective?	Standard
	00005	Change in Family Status	Standard
	00006	When is Evidence of Insurability required?	Standard
	00007	What is an Annual Enrollment period?	Standard
	00008	If You are not Actively at Work, when does coverage become effective?	Standard
	00009-A	What happens if We are replacing an existing Policy?	Standard
	00009-B	What happens if We are replacing an existing Policy?	Standard/Alternate
	00010	Changes to Your coverage	Standard
	00011	Eligibility after You Terminate Employment	Standard
Term Life Insurance Benefit	00012	When is a Life Insurance Benefit payable?	Standard
	00013	Are Life Insurance Benefits payable for death by suicide?	Standard
	00014	Who will receive Your Life Insurance Benefits?	Standard
	00015	May You change Your beneficiary?	Standard
	00016	Conversion of Life Insurance	Standard
	00017a	Waiver of Premium	Standard
	00018	Waiver of Premium because Total Disability is due to one or more Specific Conditions	Standard
	00019	Extended Insurance Benefit	Standard
	00020	Accelerated Death Benefit	Standard
	00021	What happens to my coverage if I recover from the Terminal Condition?	Standard
	00022	Portability Benefit	Standard
Dependent Life Insurance	00023	What is the Dependent Life Insurance Benefit?	Standard
•	00024	Who is eligible for Dependent Life Insurance?	Standard
	00025	Can Dependent Life Insurance continue if I die?	Standard
	00026	Definitions which apply to the Dependent Life Insurance provision	Standard
	00027	Conversion of Dependent Life Insurance	Standard
	00028	Dependent Life Accelerated Death Benefit	Standard
Accidental Death &	00029	Coverage Plans Available	Standard
Dismemberment Benefit	00030	What is the AD&D Benefit?	Standard
(AD&D)	00031	Seat Belt Benefit	Standard
	00032	Air Bag Benefit	Standard
	00033	Repatriation Benefit	Standard
	00034	Education Benefit	Standard
	00035	Spouse Training Benefit	Standard
	00036	Day Care Benefit	Standard
	00037	Common Disaster Benefit	Standard
	00038	Public Conveyance Benefit	Standard
	00039	Felonious Assault Benefit	Standard
	00040	Brain Damage Benefit	Standard
	00041	Coma Benefit	Standard
	00042	In the Line of Duty Benefit	Standard
	00043	Exposure and Disappearance	Standard

Certificate Section	Matrix Number	Title	Version
	00050	Limitations	Standard
Uniform Provisions	00051	Initial Notice of Claim Telephonic Claim Notification Claim Forms Time Limit for Filing Your Claim Physical Examination/Autopsy	Standard
Termination Provisions	00052a	When does Your coverage under the Policy end?	Standard
	00053a	Will coverage be continued if You are eligible for leave under FMLA?	Standard
	00054	When does Dependent Life Insurance coverage end?	Standard
General Provisions	00055	Entire Contract; Changes Statements on the Application Legal Actions Clerical Error Incontestability Premium Provisions Misstatement of Age Conformity with State Statutes and Regulations Assignment	Standard
		Retention of Discretion	
Definitions	00060	Trustee Policyholder Accident or Accidental	Standard
Definitions	00061	Actively at Work or Active Work	Standard
	00061	Activities of Daily Living	Standard
	00063	Activities of Daily Living  Air Bag	Standard
	00064	Annual Enrollment Period	Standard
	00065	Annual Earnings	Standard
	00066	Application Application	Standard
	00067	Automobile	Standard
	00068-A	Change in Family Status	Standard
	00068-B	Change in Family Status	Standard/Alternate
	00069	Coma or Comatose	Standard
	00070	Contributory	Standard
	00071	Day Care Center	Standard
	00072	Dependent or Eligible Dependent	Standard
	00073	Doctor	Standard
	00074	Employee	Standard
	00075	Enrollment Form	Standard
	00076	Evidence of Insurability	Standard
	00077	Evidence of Insurability Form	Standard
	00078	Gainful Occupation	Standard
	00079	Heart Attack: Acute Myocardial Infarction	Standard
	00080	Hemiplegia	Standard
	00081	Hospital Confined	Standard
	00082	Injury	Standard
	00083	Insured	Standard
	00084	Kidney (Renal) Failure	Standard
	00085	Life-Threatening Cancer	Standard
	00086	Loss	Standard
	00087	Major Organ Transplant Male Pronoun	Standard Standard
	00088	Material and Substantial Duties	Standard
	00089	Member	Standard
	00090	No Longer Hospital Confined	Standard
	00091	Non-Contributory	Standard

<b>Certificate Section</b>	Matrix	Title	Version
	Number		
	00093	Paralysis	Standard
	00094	Paraplegia	Standard
	00095	Participating Employer	Standard
	00096	Participation Agreement	Standard
	00097	Policy	Standard
	00098	Policyholder	Standard
	00099	Prior Policy	Standard
	00100	Proof	Standard
	00101	Public Conveyance	Standard
	00102	Public Safety Officer	Standard
	00103	Quadriplegia	Standard
	00104	Registered Domestic Partner	Standard
	00105	Regular Occupation	Standard
	00106	Riot	Standard
	00107	School of Higher Education	Standard
	00108	Seat Belt	Standard
	00109	Sickness	Standard
	00110	Specific Conditions	Standard
	00111	Spouse	Standard
	00112	Stroke	Standard
	00113	Student	Standard
	00114	Supplemental	Standard
	00115	Terminal Condition	Standard
	00116	Total Disability or Totally Disabled	Standard
	00117	Uniplegia	Standard
	00118	Voluntary	Standard
	00119	We, Our and Us	Standard
	00120	You, Your and Yours	Standard